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Attorneys for Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:

ROBERT M. FEUERBACH

Debtor(s)

Bankruptcy No. 05-38893 WTT
Chapter 7

Elizabeth Loveridge, Chapter 7 Trustee,

Plaintiff,

vs.

Adversary Proceeding No. 07-2257

ROBERT M. FEUERBACH, TAMMY L.
REMICK aka TAMMY L. FEUERBACH,
ACADEMY MORTGAGE
CORPORATION, AND MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC.,

Defendants.

**TRUSTEE'S RESPONSE TO ORDER TO SHOW CAUSE WHY PROCEEDING
SHOULD NOT BE DISMISSED FOR LACK OF PROSECUTION**

Plaintiff Elizabeth R. Loveridge, Trustee (“Trustee”), through counsel, responds to the Court’s Order to Show Cause why Proceeding Should not be Dismissed for Lack of Prosecution as follows:

1. Defendant Academy Mortgage was dismissed from this adversary proceeding pursuant to the Order of the Court dated May 22, 2008. (*See*, Order Dismissing Fifth Claim for Relief, dated May 22, 2008).

2. On April 6, 2009, the Court entered an Order approving the Settlement Agreement between the Trustee and Defendant Robert Feuerbach. (*See*, Order Approving Settlement, dated April 6, 2009).

3. On September 22, 2009, the Court entered an Order approving the Settlement Agreement between the Trustee and Defendants Tammy Remick, Tooele Title Company and B&D Title Company of Tooele. (*See*, Order Approving Settlement, dated September 22, 2009).

4. Robert Feuerbach, Tooele Title Company, and B&D Title Company of Tooele have fully performed under the respective Settlement Agreements.

5. At the present time, Tammy Remick is current in the payments due under the Settlement Agreement.

6. The default provision in the Settlement Agreement with Tammy Remick provides for the entry of a judgment in this adversary proceeding should Ms. Remick breach the Settlement Agreement.

7. Tammy Remick has approximately fourteen monthly payments remaining to be made under the Settlement Agreement.

WHEREFORE, the Trustee requests the Court not dismiss the adversary proceeding to allow the default provision in the Settlement Agreement between the Trustee and Tammy Remick to remain effective during the repayment period. The Trustee requests the Court enter a remark in the docket for the adversary proceeding noting the approval of the settlement agreement on September 22, 2009.

DATED this 30th day of December, 2009.

WOODBURY & KESLER, P.C.

/s/
David A. Nill
Attorneys for Elizabeth R. Loveridge,
Chapter 7 Trustee

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December, 2009, I caused a true and correct copy of the foregoing **TRUSTEE'S RESPONSE TO ORDER TO SHOW CAUSE WHY PROCEEDING SHOULD NOT BE DISMISSED FOR LACK OF PROSECUTION** to be sent to the following via ECF to the registered users as indicated or otherwise sent via first class U.S. Mail or as otherwise noted:

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/s/ Raquel Beattie